



Dallas Independent School District

REQUEST FOR PROPOSAL

RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

I. NOTICE TO PROPOSERS

The Dallas Independent School District (Dallas ISD) is soliciting sealed competitive proposals (hereafter called proposal) for the products/services per the specifications stated elsewhere in this solicitation document. Proposals shall be submitted in an envelope marked on the outside with the offeror's name and address and proposal number (RFP #TF-204054 – COMMUNICATIONS CONSULTANT FIRM) to:

Theresa Ferguson
Purchasing Office
Dallas Independent School District
3700 San Jacinto Street
Dallas, TX 75204

Proposals will be received at the above address until 2:00 PM, August 2, 2013. Proposals will be opened as received. Prices will not be read, nor disclosed in any other manner until award is made.

Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. Dallas ISD will not be responsible for mail delivered from the post office. Vendors must submit sealed proposals in the form of the executed Offer Form and Price Offer Sheets together with any material required by this RFP by the time and date specified.

The Dallas ISD is seeking proposals for a communications consultant to assist the Superintendent and Communications Department with the teacher evaluation system, media relations, crisis response situations and public policy strategies. The consultant will work with the Communications Department and project management office to establish key performance indicators and indicators of success for the 2013-14 school year. Deliverables include review the communications plan for the teacher evaluation system, talking points for the Superintendent during crisis situations, assessment of the reorganization of the Communications department, a strategic communications plan and coaching sessions for district administrative staff.

This RFP will not be distributed in paper form. All distributions will be through the District website.

The RFP contains all necessary information to submit a proposal to the District. Please review it carefully, and if specific questions arise, forward them to the email address listed herein, or fax with an email to confirm receipt.

The district will award this RFP to a single respondent, based upon the evaluation of all proposals received. A contract for professional services will be executed with the successful vendors as a result of this process. More details are included in the Specifications selection of this Request for Proposals.

Theresa Ferguson, Senior Buyer, Purchasing

Date: July 17, 2013

II. INSTRUCTIONS TO OFFERORS

RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

1.0 GENERAL. The following instructions by the Dallas Independent School District are intended to afford offerors an equal opportunity to participate in the proposal process.

1.1 Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.

1.2 Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/proposal) is submitted will be construed by the Dallas ISD Board of Trustees to indicate that the offeror agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.

1.3 Any explanation desired by an offeror regarding the meaning or interpretation of these instructions or any other RFP documents must be requested in writing to Dallas ISD, Director of Purchasing, 3700 San Jacinto St., Dallas, Texas 75204 with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors.

1.4 A functional area expert or a day-to-day contract administrator or manager for Dallas ISD may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by the Director of Purchasing. Modifications to contracts/agreements will be made by the Director of Purchasing, and/or the Superintendent in accordance with the Dallas ISD Board's guidance, policies, and/or procedures. If a vendor acts on the guidance of a district employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

1.5 Dallas ISD's procurement official for this contract is Theresa Ferguson, Senior Buyer, of Purchasing. Questions regarding specifications may be directed to Theresa Ferguson by e-mail at TFERGUSON@dallasisd.org. With a copy to JDAHLAND@dallasisd.org (**See 5.1 under Section V., Specifications, for additional restrictions**)

1.5.1 - Dallas ISD's technical/functional expert for this contract is **Jon Dahlander**. This individual, or his designees, will be responsible for providing answers to questions related to the technical aspects of this RFP, while Ms. Ferguson will provide answers related to contractual and procedural issues. ALL questions are to be directed to Ms. Ferguson who will forward them to the functional experts for response.

1.6 The terms *offeror*, *contractor*, *proposer*, *vendor*, and/or *bidder* refer to the person/firm that submits the offer to this solicitation document. The terms *Dallas ISD*, *owner*, *district*, and/or *government entity* refer to Dallas Independent School District.

2.0 SPECIFICATIONS. Offerors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the offeror's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

3.0 INFORMATION REQUIRED. Each offeror shall furnish the information required by the RFP documents. The offeror shall sign the Offer Form and the Felony Conviction Notification and return with the offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to Dallas ISD.

4.0 SUBMISSION OF PROPOSALS. The offeror should propose his/her lowest and best price, F.O.B. destination, on each item. Sealed proposals shall be submitted in an envelope marked on the outside with the offeror's name and address and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time stamped at Dallas ISD's Purchasing Office on or before the published deadline date and time shown on the RFP. **Proposals received after the published time and date cannot be considered and will be returned unopened. Faxed proposals will not be accepted.** Proposals may be delivered in person or addressed to:

Theresa Ferguson, Senior Buyer
Director of Purchasing
3700 San Jacinto Street
Dallas, Texas 75204

4.1 All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.

4.2 Proposed price should be firm (fixed). If the offeror, however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or event at which the increase would be effective.

4.3 Dallas ISD is exempt from federal excise taxes, state and local sales and use taxes.

4.4 Failure to manually sign the offer will disqualify it.

5.0 DISCUSSIONS/NEGOTIATIONS. Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, Dallas ISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by Dallas ISD's Director of Purchasing and will include only those initial offers that the Director of Purchasing determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

6.0 BEST AND FINAL OFFERS. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

7.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS. Proposals may be modified or withdrawn by written or telegraphic notice received by Dallas ISD prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by an Offeror or his/her authorized representative prior to the opening date/time, provided the offeror's identity is made known and he or she signs a receipt for the proposal.

8.0 OPENING PROPOSALS. All proposals shall be opened as soon as received. A formal "opening" will not be held and prices will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but Dallas ISD's records are a matter of public record.

III. GENERAL CONDITIONS
RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

1.0 SCOPE OF PROPOSAL.

1.1 The Dallas Independent School District (Dallas ISD) is accepting Request for Proposals from qualified vendors to provide services for Communications Consulting. Dallas Independent School District is seeking an individual agents or firms to provide services for Communications Consulting. Proposers are allowed to include subcontractors, if and when appropriate.

1.2 The district will award this RFP to a single respondent, based upon the evaluation of all proposals received. A contract for professional services will be executed with the successful vendors as a result of this process. More details are included in the Specifications selection of this Request for Proposals.

1.3 This proposal should include all strategies, solutions, and services which will result in the development of Communications as detailed in the Scope of Work located in Section V of this solicitation document.

1.4 This RFP is in six (6) parts/sections: I. Notice to Offerors; II. Instructions to Offerors; III. General Conditions; IV. Responsibilities of Offerors; V. Contract Scope of Work; and VI. Offer Forms. These parts are applicable and form a part of all contract documents and a part of the terms/conditions of all purchase orders for products included in the specifications and offer forms.

1.5 This is a service contract and effective from September 1, 2013 (pending Board approval) and end on February 28, 2014.

2.0 CONDITIONS OF AGREEMENT. The conditions of agreement consist of the following and in the event of conflicting provisions, the order of importance is:

- Scope of Work (Section V.)
- Responsibility of Vendors (Section IV.)
- Instructions to Offerors (Section II.)
- General Conditions (Section III.)
- Notice to Offerors (Section I.)
- Offer Forms (Section VI.)

3.0 PROPOSAL SUBMITTAL. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation.

4.0 BRANDS AND MODELS. Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit consideration of an approved equal or equivalent item. Descriptive information or a sample may be requested for any item proposed other than the referenced item.

5.0 EQUIVALENT OR APPROVED EQUAL. Whenever a product is defined in any of the Conditions of Agreement by describing a proprietary product, or by using the name/model of a manufacturer or vendor, the term "or other units considered to be equivalent", if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.

5.1 If a brand/model is offered other than the one specified, complete descriptive information of the offered product must be included with the proposal. Products being proposed as an equal to the items specified must be available for inspection/evaluation by Dallas ISD. Samples, when requested, must be furnished within five (5) working days of the request at no cost to the district. If not destroyed during evaluation, samples may be returned to the offeror on request at offeror's expense.

5.2 Determination of equivalent or approved equal is at the sole discretion of Dallas ISD.

5.3 If the offeror takes no exception to specifications of referenced data, brand names, models, etc. must be provided as specified.

6.0 SPECIFICATIONS. The offeror shall note in writing any deviations, including manufacturer and/or model, from the specifications and shall submit those changed specifications as alternates.

7.0 GENERAL EVALUATION. Dallas ISD will generally award contracts based upon the lowest, responsive, responsible offer, price and other factors considered. It is not the practice of the district to purchase on the basis of low price alone. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by Dallas ISD shall be based upon the actual quantities supplied. In determining the "lowest responsible" offer, Dallas ISD may consider, in addition to price, other factors such as compliance with the RFP documents, delivery requirements, suitability of product, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, past performance of the vendor, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with Dallas ISD's Affirmative Action policies and goals.

7.1 The district may award a contract to the responsive, responsible offeror with the lowest aggregate offer. If unable to award as a package, the district will evaluate proposals and may award alternate awards.

7.2 Extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will shall prevail.

7.3 In the event identical proposals are submitted which are determined by Dallas ISD to be the lowest responsible offers, usually one offer will be selected as the successful vendor. If one of the offerors submitting identical proposals is a resident of the District, that offeror shall be selected. If two or more such offerors are residents of the District, one shall be selected by the casting of lots. In all other cases, one of the identical offers shall be selected by casting of lots.

7.4 In determining how to award a contract or contracts in conjunction with the RFP, the District shall consider the following:

7.6.1 The purchase price;

7.6.2 The reputation of the vendor and of the vendor's goods or services;

7.6.3 The quality of the vendor's goods or services;

7.6.4 The extent to which the goods or services meet the district's needs;

7.6.5 The vendor's past relationship with the district;

7.6.6 The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;

7.6.7 The total long-term cost to the district to acquire the vendor's goods or services; and

7.6.8 Any other relevant factor specifically listed in the request for bids or proposals.

7.7 SELECTION PROCESS

7.7.1 – Selection Process - The Evaluation Committee will be composed of members from the Dallas Independent School District. The Evaluation Committee will consist of no less than five (5) and no more than seven (7) members. A representative from Purchasing will sit on the committee to facilitate all meetings regarding evaluation of the proposals. The Purchasing official is not a voting member. Also, a representative from M/WBE will be on the committee. The Dallas Independent School District reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary.

7.7.2 – Pricing - All fees and charges should be included in the prices section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.

7.7.3 - Comprehensive equipment/software and/or service solution which has the most compatibility with the environment and which best meets the complete needs of the Dallas Independent School District.

7.7.4 – Proposal will be evaluated and scored independently by each member and the scores will be compiled to generate a combined score. The proposals will be rank in order, beginning with one, then two, three, and so on, until all proposals have been ranked. The proposal receiving the highest combined point total will be ranked number one and the remaining proposals will be ranked following that method.

7.7.5 - The Evaluation Committee will narrow the submitted proposals to the few that best meet the requirements of the Request For Proposal (RFP) and which best meets the complete needs of the Dallas Independent School District. At that point interviews may be scheduled for oral presentations and interviews. Should a contract not be agreed upon, the committee will begin negotiations with the second best proposer. This will continue until an acceptable agreement can be developed. The resulting contracts will be sent to the Board for approval along with the award recommendation.

7.8 ADDITIONAL CRITERIA SPECIFIC TO THIS REQUEST FOR PROPOSAL

7.8.1 – EVALUATION CRITERIA OF PROPOSALS and AWARD of CONTRACT

7.8.2 - EVALUATION FACTORS - The committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this Request for Proposals for a district-wide visitor identity system. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the Statement of Work and in the Instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation.

7.8.3 – EVALUATION CRITERIA SPECIFIC TO THIS REQUEST FOR PROPOSAL - The evaluation of proposals will involve scoring each proposal in the following areas listed in order of importance, with respect to the requirements as outlined in this document:

7.8.3.1 – The purchase price

7.8.3.2 – The reputation of the vendor and of the vendor's goods or services

7.8.3.3 – The quality of the vendor's goods or services

7.8.3.4 – The extent to which the goods or services meet the district's needs

7.8.3.5 – The vendor's past relationship with the district

7.8.3.6 – The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses

7.8.3.7 – The total long-term cost to the district to acquire the vendor's goods or services

7.8.3.8 – Any other relevant factor specifically listed in the request for bids or proposals

NOTE: The matrix included in Paragraph 8.0, Section V entitled, "Scope of Work", will be used in scoring each proposal:

8.0 RESERVATION OF RIGHTS. Dallas ISD expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or RFP procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue an RFP;
- (f) Consider and accept an alternate proposal as provided herein when most advantageous to Dallas ISD;
- (g) Dallas ISD has the right to cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
- (h) Procure any item or services by other means to meet time-sensitive requirements.

9.0 ACCEPTANCE Notification of award will be by a letter of acceptance. The letter of acceptance citing the RFP consummates the contract which consists of the RFP, the vendor's offer, and the signed letter of acceptance. Subsequent purchase orders may be issued as appropriate.

10.0 INVOICES AND PAYMENTS. Offeror shall submit separate invoices, in duplicate, on each purchase order after each delivery and/or project completed. Invoices shall indicate the purchase order number and the RFP number. Invoices shall be itemized. If applicable, a copy of the bill of lading should be attached to the invoice and mailed to Dallas ISD at the address specified on the purchase order. No charge or addition to the accepted price shall be made by the vendor for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by Dallas ISD (unless specified in the specifications) or the project has been completed and the above instruments are submitted and the invoice has been accepted by Dallas ISD. All prices shall be F.O.B. destination. Funds for completed purchase orders concerning this contract will be available within thirty (30) days of completion and acceptance by the district.

11.0 WARRANTY-PRICE. The price to be paid shall be that contained in offeror's proposal which offeror warrants to be no higher than offeror's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event offeror breaches this warranty, the prices of the items shall be reduced to the offeror's current prices on orders by others, or in the alternative, Dallas ISD may cancel this RFP without liability to offeror for breach.

12.0 TERMINATION. Dallas ISD shall have the right to terminate for default all or any part of this contract if offeror breaches any of the terms hereof or if the offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Dallas ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

12.1 Dallas ISD has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12.2 Dallas ISD may terminate the contract and debar the vendor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

13.0 ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or any obligation delegated by offeror without the written permission of DALLAS ISD.

14.0 INTERPRETATION. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

15.0 APPLICABLE LAW. This RFP, and its resulting contract, shall be governed first by the laws of the State of Texas, and venue for any disputes arising thereunder shall be in Dallas County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFP.

16.0 NOTIFICATION OF CRIMINAL RECORD. The person or entity submitting an offer must give notice to the district, at the time of offer submission, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

17.0 INDEMNIFICATION AND HOLD HARMLESS: Except as otherwise expressly provided, offeror shall defend, indemnify, and hold DALLAS ISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

18.0 ASSIGNMENT OF OVERCHARGE CLAIMS. Successful offeror shall assign to DALLAS ISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

19.0 USE BY OTHER GOVERNMENT ENTITIES. The Texas Education Code 44.031 (a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful bidder only. In the event the successful bidder allows another governmental entity to join the Dallas ISD contract, it is expressly understood that the Dallas ISD shall in no way be in no way liable for the obligations of the joining governmental entity.

20.0 REPRODUCTION, DISTRIBUTION, ASSIGNMENT and DELEGATION. Copies of this Request For Proposal document may be reproduced for convenience in collaborating or working with other individuals in the company submitting the proposal; however, the vendor registered as the plan holder must submit his/her proposal on the original Request For Proposal document. NOTE: Vendors may not collaborate with any other vendor in preparing his/her proposal.

20.1 ASSIGNMENT-DELEGATION – No right or interest in a contract resulting from this request for Request for Proposal process shall be assigned or any obligation delegated by Offeror without the written permission of the Dallas Independent School District.

21.0 DISTRIBUTION. The Dallas Independent School District owns the exclusive right to distribute this and any procurement document to vendors requesting to be included in the procurement process or to vendors that have been identified as vendors qualified to provide the goods and/or services required in this document.

22.0 DISCUSSIONS/NEGOTIATIONS. Discussions/negotiations may be conducted with offerors who are deemed to be within the competitive range; however, DALLAS ISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by DALLAS ISD's Director of Purchasing, in conjunction with the assigned Buyer and the Evaluation Committee, and will include only those initial offers that the Director determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

23.0 RESPONSE FORMS: Forms that are required to be completed and submitted along with your response. Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

23.1 BID OFFER FORM – This serves as a confirmation that your pricing was not submitted in collusion with any other vendor offering a quotation on this project. It further serves as an affidavit of accuracy as to the information supplied by you on remaining required forms.

23.2 FELONY CONVICTION NOTICE – Texas State Law requires that persons or entities entering into business agreements with School districts must give notice to the district if the person or owner has been convicted of a felony. This form addresses this Requirement and must be submitted. NOTE: Conviction of a felony does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis.

23.3 NOTICE OF NO RESPONSE FORM – In the event that a solicited vendor elects not to participate in this Request For Proposal opportunity, completion and submission of a NOTICE OF NO RESPONSE form is helpful in evaluating its procurement processes. Please complete and return the NOTICE OF NO RESPONSE form and return it as instructed.

24.4 PROPOSAL/BID FORM – This form is to complete pricing offered for this project and must be submitted with signature of person authorized to commit your company to this project at the price(s) offered.

24.5 CONFLICT OF INTEREST COMPLIANCE FORM – This form is required in conjunction with House Bill 914, which went into law September 1, 2005 and became effective January 1, 2006. This is a two-page form, the first of which is a **Notice to Vendors** and the remaining page is the **Conflict of Interest Questionnaire**. Response to this fulfills requirements under Chapter 176, Section 176.006 (a) of the Texas Local Government Code. Vendors are required to complete this and include in their response, if applicable. If no conflict exists, vendors are required to complete and include the **NOTICE OF NO CONFLICT OF INTEREST STATEMENT**, included as the last page of this section.

NOTE: Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis.

24.6 FAMILY CONFLICT OF INTEREST QUESTIONNAIRE – This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services. Family or family relationship means a member of an individual's immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings. For individuals and/or entities who contract or seek to contract with the District for the sale or purchase of any property, goods, or services:

Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee's family) (please include name and sufficient information that will allow proper identification of any named individual).

NOTE: Submitting a Family Conflict of Interest Statement **does** not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis.

24.7 – MINORITY/WOMEN BASED ENTERPRISE (M/WBE) GUIDELINES - The completed M/WBE compliance Guidelines and Forms must be attached to all responses to procurement documents totaling \$25,000 or more and are due with the bid/proposal at the time of bid opening. Bidders/proposers who will subcontract out portions of the work must attach the signed Letter of Intent to Subcontract (section E). If the completed M/WBE Compliance Guidelines and Forms are not attached, responses to the procurement documents will be considered nonresponsive.

NOTE: All district bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with minority and women-owned companies.

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IV. RESPONSIBILITIES OF OFFERORS
RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

1.0 The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/offeror.

2.0 Offerors are expected to provide prompt service that is due under this contract including warranties and identified deliverables. Past performance of offerors may be a factor in awarding future contracts.

3.0 Offerors are expected to deliver service(s)/product(s) per specifications.

4.0 Submit one (1) original and six (6) copies of your offer. In addition, vendors must supply one soft copy (electronic) in either CD Rom or flash drive with each copy of the proposal.

5.0 The proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.

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V. SCOPE OF WORK
RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

1.0 Introduction:

The Dallas ISD is seeking proposals for a communications consultant to assist the Superintendent and Communications Department with the teacher evaluation system, media relations, crisis response situations and public policy strategies. The consultant will work with the Communications Department and project management office to establish key performance indicators and indicators of success for the 2013-14 school year. Deliverables include review the communications plan for the teacher evaluation system, talking points for the Superintendent during crisis situations, assessment of the reorganization of the Communications department, a strategic communications plan and coaching sessions for district administrative staff.

The district will award this RFP to a single respondent, based upon the evaluation of all proposals received. A contract for professional services will be executed with the successful vendor as a result of this process. More details are included in the Specifications selection of this Request for Proposals.

2.0 Scope of Work: The district is looking for a Communications Consultant Firm to provide the following:

Tasks/ responsibilities

- Provide assistance to the Superintendent and Communications Department to garner support for the teacher evaluation system
- Provide assistance to the Superintendent and Communications Department on media relations, crisis response situations, public policy strategies
- Work with the Communications Department and project management office to establish key performance indicators and indicators of success for the 2013-2014 school year
- Assess the reorganization of the Communications Department and its support of District goals and progress on the key performance indicators
- Provide assistance and consultation for major events and speeches for DISD leadership
- Work with the Communications Department to develop a strategic communications plan
- Provide media/presentation coaching and job-embedded professional development to senior staff and communications personnel

Hard Deliverables

- Review of the communications plan for the teacher evaluation system; revise communications plan
- Talking points for the Superintendent and senior leadership during crisis situations and during situations with high-media interest
- Key performance indicators for the 2013-2014 school year
- Assessment of the reorganization of the Communications Department
- Strategic communications plan
- A minimum of eight coaching sessions for the Superintendent, senior staff, or communications personnel

Qualifications

- Previous experience communicating in the public sector, specifically with complex and politically sensitive issues
- Previous experience working with large, urban school districts
- Experience working with high-level leaders and staff
- Positive track record in media relations management
- Experience in strategic communications planning or communications department planning
- Experience with issues involving diversity and racial issues
- Dallas-area based preferred
- Ability to communicate complex information quickly, accurately, and concisely
- Strong references

8.0 Evaluation and Award Process: Proposals received as a result of this solicitation will be evaluated according to details included in above Section III, Paragraph 7.0 of this document and scored according to the following scoring

1		Purchase Price – detailed description of rate of services per year	20 pts.	
2		The quality of the vendor's goods or services – Description of methodology/approach to providing services. Relevant technical and field support experience with examples of success.	5 pts.	
3		Reputation of the vendor and the vendor's goods or services. Relevant references with demographics and size cited.	10 pts.	
4		The extent to which the goods or services meet the district's needs.	35 pts.	
5		Vendor's past relationship with the district	5 pts.	
Minority and Women Owned Business Enterprises (M/WBE) Compliance Section			20 Points	Score
6		The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;		
	a)	Firm has an Affirmative Action/Diversity Plan and/or Policy and its workforce composition reflects its policies. List within the proposal, the firm's Affirmative Action/Diversity Plan and/or Policy and the workforce composition.	1 pts.	
	b)	Firm provided positive historical M/WBE utilization on previous contracts, including but not limited to Dallas ISD Contracts.	5 pts.	
	c)	Composition of the firm's team make-up meets the district's M/WBE participation goal at the subcontracting/supplier level and includes diverse M/WBE firms in significant and meaningful roles.	3 pts.	
	d)	Composition of the firm's team make-up exceeds the district's M/WBE participation goal at the subcontracting/supplier level and includes diverse M/WBE firms in significant.	5 pts.	
	e)	Firm has currently established a Joint Venture partnership with a certified M/WBE firm in significant and meaningful roles for this proposal. Specify the percentage that the certified M/WBE will be allocated. Submit a certified copy of the JV agreement. Points will be awarded, pro-rata, based on the participation and responsibilities.	5 pts.	
	f)	Firm currently participates in a Mentor Protégé Program, as a mentor. List within the proposal, the name, address, and contact information for the protégé along with the Mentor Protégé agreement. Provide any progress reports and deliverables achieved.	1 pts.	
7		Long-term cost to the District to acquire the vendor's goods and services	5 pts.	
8		Whether the vendor or the vendor's ultimate parent company or majority owner:		
	a.	has its principal place of business in this state; or	0 pts	
	b.	employs at least 500 persons in this state; and	0 pts	
9		Any other relevant factor specifically listed in the Request for Proposal, to be defined as:	0 pts	
	TOTAL POINTS		100 Pts.	
	NAME OF FIRM:			
	REVIEWER:			

9.0 Additional Information: The following additional information is included to enable prospective vendors to familiarize themselves about Dallas ISD;

9.1 About Dallas ISD: The **Dallas Independent School District (Dallas ISD or DALLAS ISD)** is a school district based in Dallas, Texas. Dallas ISD, which operates schools in much of Dallas County, is the second largest school district in Texas and the twelfth largest in the United States.

9.1.1 Location and Area: Dallas ISD covers 312.6 square miles (809.6 km²) of land ([map](#)) and most of the city of Dallas. The district also serves Cockrell Hill, most of Seagoville and Addison, Wilmer, most of Hutchins, and portions of the following cities:

- Carrollton
- DeSoto
- Duncanville
- Farmers Branch
- Garland
- Grand Prairie
- Highland Park
- Lancaster
- Mesquite

In addition, Dallas ISD covers unincorporated areas of Dallas County, including some areas with addresses in Ferris, Texas.

9.1.2: District Profile: Dallas ISD is comprised and governed by the following individuals. Estimated counts are provided for executives, principals, teachers and student enrollment and are listed in detail below:

9.1.2.1 - Trustees – Nine (9) trustees of the Dallas Independent School District are elected by residents under a single-member district plan. After each census is taken, the Board of Trustees apportions the school district into nine areas of similar population. One trustee is elected to represent each of these nine districts for a three-year term of office. The terms are staggered so that the board maintains a number of veteran trustees as new members are elected.

9.1.2.2 - Executives – 75 – Comprised of one (1) General Superintendent and approximately 74 other executives described as Deputy Chiefs, Chiefs, Executive Directors, and/or Directors.

9.1.2.3 - Principals – 600

9.1.2.4 - Teachers - 11,000

9.1.2.5 - Students - 160,000

9.1.2.6 - Additional information about Dallas Independent School District can be obtained from the District's website at www.dallasisd.org.

9.2 In the response to this Request for proposal, vendor(s) are expected to qualify themselves for the types of services proposed. For example, a vendor may demonstrate capability by including synopses of

successful past engagements for Communications Consulting. Of particular interest would be engagements with large urban school Districts.

9.3 Vendor(s) are required to cite at least three reference accounts (preferably large, urban school systems) with which they have worked within the past three years.

9.4 Respondents are encouraged to include a matrix of costs in their proposal to show the Dallas ISD's expected costs for this project.

10.0 Projected Dates of Award and Implementation:

10.1 Questions related to this Request for Proposal will be received only in writing via e-mail. Questions may be e-mailed to Theresa Ferguson at TFERGUSON@dallasisd.org, with a copy to JDAHLAND@dallasisd.org. Deadline for sending questions related to this RFP is 2:00 p.m. on July 20, 2013.

10.1.1 Dallas ISD's technical/functional expert for this contract is **Jon Dahlander**. This individual, or his designees, will be responsible for providing answers to questions related to the technical aspects of this RFP, while Ms. Ferguson will provide answers related to contractual and procedural issues. ALL questions are to be directed to Ms. Ferguson who will forward them to the functional experts for response.

10.2 Responses to the RFP are due to the District by 2:00 P.M. on August 2, 2013.

10.3 A district Evaluation and Selection Committee will review the responses and select the top vendor(s) by September 9, 2013.

10.4 If required, the top vendors will be invited to demonstrate their solution and/or system and interviews, based on a District pre-defined script. Selected vendors will be notified by e-mail if the district determines that such products and interviews are needed.

10.5 The successful vendor will be required to execute a Professional Services Contract in conjunction with this process and submitted in time to be presented to the Board of Trustees for action. A vendor will be selected and recommended to the school board no later than the October 24, 2013 board meeting.

10.6 The successful vendor will work with the District to develop an implementation plan, which will include a deadline to become fully operational.

11.0 Proposal Schedule: The Dallas ISD desires to contract with a single respondent to provide the services of Communications Consulting under this solicitation according to the following schedule:

Timeline	
Release RFP	Advertising Dates July 19 th & July 26 th , 2013
Question Deadline	July 20 th , 2013
Question Response Deadline	July 22 nd , 2013 @2:00pm
RFP Due	August 2 nd , 2013
Board Meeting	August 22, 2013

VI. OFFER FORM
RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

TO: Dallas ISD

I, or we, the duly authorized undersigned, having carefully read the Instructions to Offerors, General Conditions, Notice to Offerors, Contract Specifications, Responsibilities of Offerors, and Offer Forms, do hereby agree to enter into a contract with Dallas ISD by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this RFP document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other offeror or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offers in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any Dallas ISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Dallas ISD's Purchasing personnel; or in any discussions or actions between offer/offers and any Dallas ISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

_____ An individual proprietorship

_____ A partnership

_____ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer:

Date: _____

Name of Firm: _____

Signature: _____

Firm's Address: _____

Street Address

Name: _____

Please Print

City

State

Zip

Title: _____

Please Print

Phone #: _____

E-mail: _____

Fax #: _____

SS or Fed ID #: _____

ENVELOPES SHOULD BE PLAINLY MARKED:
"RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM
DUE DATE: August 2, 2013 – 2:00 p.m."

THIS PAGE MUST BE RETURNED WITH THE RFP

**Dallas Independent School District
3700 Ross Avenue, Box 89
Dallas, Texas 75205**

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section §44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

THIS PAGE MUST BE RETURNED WITH THE RFP

RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

STRUCTURE OF PROPOSAL

Proposal Summary:

The Vendor should provide a summary of the proposal pricing to include all required services for Communications Consulting. These can be identified individually on the pricing form and priced according to a time and hourly rate according to the individual(s) providing services under this agreement. You will also need to include a grand total proposal if your firm is proposing to provide services for all components requested in this RFP.

Your proposal should be offered in a lump sum with the hourly rate and expected number of hours to accomplish the work under this Request For Proposal as the framework for your proposal price. This should equal the lump sum amount. Additionally, this pricing matrix will govern any change order or additional work requested in addition to the original work.

The proposal should clearly illustrate how the management services will assist the District with meeting the goals and objectives listed in section V.

Cost Proposal:

The Vendor's proposal should be a complete turn-key solution and should include all known, expected, proposed or optional costs, including all software, hardware, conversion, implementation, training and modification costs. The Vendor will be responsible for all additional costs to implement the turn-key solution if the cost is not identified on the Cost Proposal form. The Vendor can, when identifying the costs associated with the facilitation of the Strategic Plan, indicate those costs that are optional or variable but a cost must be submitted for each item that will be required for a successful development and implementation of the Strategic Plan.

Expenses:

It is expected for vendors contracting to do work for the Dallas Independent School District to adhere as closely to the expenses reimbursement policy applicable to Dallas ISD employees and Trustees. The current travel reimbursement allowance is detailed in Dallas ISD Board Policy DEE (REGULATION), which may be found at the following website:

<http://www.dallasisd.org/about/boardpolicy.htm>

A summary of allowable reimbursements and rates are as follows; however, allowable reimbursement will be included in any resulting contract from this effort:

Item	Reimbursement Rate	Exclusions
Meals	\$30 per diem	Alcohol; Tip included in per diem
Lodging	\$80 per night	Only for commercial lodging establishment
Transportation – Air Fare	Actual expense	No 1 st Class unless only available fare
Transportation – Mileage	Actual expense	Mileage not paid for rental car, fuel allowed
Other	Actual Expense	Explanation and receipts required

THIS PAGE MUST BE RETURNED WITH THE RFP

RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM
PROPOSAL COST FORM - 1

Please include the cost for your proposal on this form and address the checklist for the minimum requirements of this solution:

1.0- COMMUNICATIONS CONSULTANT FIRM Provide a Lump Sum cost to provide services for

COMMUNICATIONS CONSULTANT FIRM Proposal: \$ _____

Please identify the Service Resource by job title or role and include the estimated number of hours committed to this project and the hourly rate. Expenses related to each function should be included as well. The Service Resources should be identified by the title or description of the individuals your firm is proposing to provide the necessary services to accomplish the objective of this RFP.

2.0 Other costs not covered. Give details.

\$ _____

DALLAS ISD reserves the right to entertain additional products/services available during the life of this agreement that have yet to be developed but would enhance the products/services provided under this agreement. Such considerations should be made available as part of the routine products/services included in this agreement and made available to client similar to DALLAS ISD at no addition fee. Should additional fees be required for products/services not yet developed, DALLAS ISD shall receive a cost justification proposal for the added product or service and shall have the right to accept or reject any such offer independent of the original agreement, to negotiate with the successful vendor for additional value and to counteroffer additional value, which may include pricing, additional warranty, technical support and/or training.

Signature _____ **Date** _____

(This space left blank intentionally)

THIS PAGE MUST BE RETURNED WITH THE RFP
--

**DALLAS INDEPENDENT SCHOOL DISTRICT
QUALIFICATION STATEMENT
FOR
RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM**

1. GENERAL INFORMATION

Date _____

Firm Name _____

Address _____

City _____ State _____ Zip _____

Contact Person(s) – limited to two persons per firm/application

Contact No. 1

Name _____

Title _____

Telephone _____ Fax _____

Internet/E-mail address _____

Contact No. 2:

Name _____

Title _____

Telephone _____ Fax _____

Internet/E-mail address _____

Type of organization:

_____ Sole proprietorship (individual)

_____ Partnership

_____ Professional corporation

_____ Corporation

_____ Joint venture

_____ Other _____

2. QUALIFICATION STATEMENT

In a 100 words or less statement, please describe what makes your firm uniquely qualified to perform services for Communications Consulting including any superior qualities: _____

THIS PAGE MUST BE RETURNED WITH THE RFP

3. FIRM BACKGROUND AND STAFF

Year present firm established _____

Name of parent company, if any _____

Address _____

List principals of firm _____

Former company name(s), if any, and year(s) established:

Name _____ Year _____

Name _____ Year _____

Name _____ Year _____

Number of employees in firm locally: _____

Total of employees in firm (all office locations): _____

Who will be your designated representative assigned to Dallas ISD? _____

Who is the senior member of the firm assigned to Dallas ISD? _____

4. PROFESSIONAL SERVICES (DISCIPLINES) PROVIDED BY FIRM

Please indicate below the types of services your firm could supply to Dallas ISD:

A. _____

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

THIS PAGE MUST BE RETURNED WITH THE RFP

Describe the manner in which the firm will work with the district, or its designee, to define the Communications Consulting and to perform the work. _____

List license number _____ Attach copy of license
and/or certification if available

THIS PAGE MUST BE RETURNED WITH THE RFP

5. Has your firm provided Communications Consulting Services for any Public School Districts?:

Yes _____ No _____

If yes, please list at least three Districts that your firm has provided services to:

A. _____

B. _____

C. _____

6. PROFESSIONAL LIABILITY INSURANCE

Describe limits per project _____

Describe limits in aggregate _____

Describe deductible _____

Have you had any claims asserted against you within the last five years? _____

If yes, provide details of each claim. _____

7. Please include a description of the stewardship report that is supplied as a regular part of your service for Communications Consulting.

Please submit a sample copy of a completed Communications Consulting created for a district or entity of similar size to Dallas ISD.

8. PROJECT REFERENCES

Please list five completed education-related projects that would be representative of your firm's work and services provided within the last three years.

Total number of school district clients in the past three years _____

- A. Project _____
District _____
Contact person/title _____
Phone number _____
Scope of Project _____
- B. Project _____
District _____
Contact person/title _____
Phone number _____
Scope of Project _____
- C. Project _____
District _____
Contact person/title _____
Phone number _____
Scope of Project _____
- D. Project _____
District _____
Contact person/title _____
Phone number _____
Scope of Project _____
- E. Project _____
District _____
Contact person/title _____
Phone number _____
Scope of Project _____

THIS PAGE MUST BE RETURNED WITH THE RFP

9. CURRENT CLIENTS

Please list three of your current school district clients whose projects reflect the scope of your present workload.

A. Projects _____

District _____

Contact person/title _____

Phone number _____

Project description _____

B. Projects _____

District _____

Contact person/title _____

Phone number _____

Project description _____

C. Projects _____

District _____

Contact person/title _____

Phone number _____

Project description _____

THIS PAGE MUST BE RETURNED WITH THE RFP

10. Please attach any additional information and/or brochures that would provide additional information about your firm in relation to this request.

11. **APPLICATION SIGNATURE:**

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, and elected or appointed official or officer of the District, or any employee, agent or other representative of the District, unless specifically allowed to do so by the Purchasing Department.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow Dallas ISD to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

NAME (Please print or type)

TITLE

DATE

SIGNATURE of FIRM'S CONTACT PERSON

THIS PAGE MUST BE RETURNED WITH THE RFP

Notice to Vendors
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

Vendors are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the vendor's company and an officer of the District. Vendors are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

Disclosure is required from vendors regarding each affiliation or business relationship between the vendor and:

1. an officer of the District;
2. an officer of the District that results in the *officer or family member* receiving taxable income;
3. an officer of the District that results in the *vendor* receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or contractor of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

Forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The Vendor also shall file an updated questionnaire:
 - a. no later than September 1 of each year in which a covered transaction is pending, and
 - b. on the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

(No one is required to file a disclosure under this statute before January 1, 2006)

Officers of the D Independent School District are:

Eric Cowan, President
Lew Blackburn, PH.D., First Vice-President
Carla Ranger, Second Vice-President
Dan Micciche, Secretary
Elizabeth Jones, Trustee
Mike Morath, Trustee
Nancy Bingham, Trustee
Adam Madrano, Trustee
Bernadette Nutall, Trustee

Mike Miles, Superintendent of Schools

The Conflict of Interest Questionnaire is attached. If you are required to file, send the completed form to Dallas Independent School District, Purchasing Department, 3700 Ross Avenue, Box 89, Dallas, Texas 75204.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person seeking to do business with local governmental entity

FORM CIQ

Name of Person Completing Form

(Required Field)

Name of Company Completing Form

(Required Field)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received: ____/____/____

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filling an update to a previously filed questionnaire.

☐ (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship:

(List Name of Officer in space provided above)

If naming government officer above, completion of A, B, C & D below is required. If no conflict, check box at line 4 below

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has affiliation or business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 ☐ Check here if you are NOT reporting a conflict with any government officer of Dallas ISD

5

Signature (Required)

Date

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR RESPONSE

NOTIFICATION OF NO CONFLICT OF INTEREST

RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

Dallas ISD

3700 Ross Avenue, Box 89

Dallas, TX 75204

If applicable, please sign and return this form to the attention of:

Theresa Ferguson, Senior Buyer, Purchasing

(at the above address)

Dallas ISD requires this notification to document the vendor's acknowledgement of requirements of Texas Government Code, Section 176.00 of the Texas Local Government Code for disclosure of Conflicts of Interest. Submission of this form is an affidavit that the vendor submitting this form is stating that no conflict exists, as detailed in Texas Local Government Code Section 176.006 (a).

This form is in addition to any other reporting requirement required under Texas state law and does not supplant any additional reporting requirements.

Company (Print or Type)

() _____ () _____

Phone

Fax

Signature in ink

Date

Printed Name & Title of Signature

THIS PAGE MUST BE RETURNED WITH THE RFP (If applicable)

NOTIFICATION OF NO RESPONSE
RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

Dallas ISD
3700 Ross Avenue, Box 89
Dallas, Texas 75205

If applicable, please sign and return this form to the attention of:

Theresa Ferguson
(at the above address)

Dallas ISD would appreciate receiving this notification to better utilize our resources in corresponding with potential vendors throughout the solicitation process.

After a review of RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM it was decided that there would not be a response to the request for proposal. The decision is based upon one or more reasons checked below.

1. Unable to meet specifications for (check all that apply):

Vendor qualifications ☐

Insurance Coverage required ☐

Timeline ☐

2. Unable to utilize desired markets ☐

3. Able to, but just prefer not to respond ☐

4. Other: ☐

Please explain _____

Any elaboration to the above would be most appreciated. Dallas ISD wants to receive feedback to consider for future solicitations. Please use the space below to share your comments.

Company (Print or Type)

()
Phone

()
Fax

Signature in ink

Date

Printed Name & Title of Signature

THIS PAGE MUST BE RETURNED WITH THE RFP (If applicable)



CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

Please sign and include this form in your response:

A prospective contractor seeking to enter into a contract for Electronic Records Documents Solutions Services with the Dallas Independent School District ("the District") must file this form with the District's Purchasing Department. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to any current Board of Education member of the District during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor, to the current Board of Education member of the District exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the District may cancel a solicitation or proposed award for a proposed contract, or a contract that is executed may be terminated if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or any other thing of value to any Board of Education member of the District during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM.

THIS FORM MUST BE INCLUDED IN THE RESPONSE FOR THIS REQUEST FOR QUALIFICATIONS FOR FINANCIAL ADVISOR SERVICES AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or a person or business that is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor, or an employee or agent of the prospective contractor acting on behalf of the prospective contractor.

Applicable current Board of Education member of the Dallas Independent School District:

- Eric Cowan, President
- Lew Blackburn, PH.D., First Vice-President
- Carla Ranger, Second Vice-President
- Dan Micciche, Secretary
- Elizabeth Jones, Trustee
- Mike Morath, Trustee
- Nancy Bingham, Trustee
- Adam Madrano, Trustee
- Bernadette Nutall, Trustee

THIS PAGE MUST BE RETURNED WITH THE RFP



CAMPAIGN CONTRIBUTION DISCLOSURE FORM

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution(s) made by: _____

Relation to Prospective Contractor: _____

Date(s) Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to any applicable Board of Education member of the District by me, a family member or representative of this prospective contractor.

Signature

Date

THIS PAGE MUST BE RETURNED WITH THE RFP

FAMILY CONFLICT OF INTEREST QUESTIONNAIRE

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Senior Buyer not later than the seventh (7TH) business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the District. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.

Family or family relationship means a member of an individual's immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals who contract or seek to contract with the District for the sale or purchase of any property, goods, or services:

Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee's family) (please include name and sufficient information that will allow proper identification of any named individual):

For entities that contract or seek to contract with the District for the sale or purchase of property, goods, or services:

Identify each and every full-time District employee (and any member of the employee's family) who serves as an officer or director of the entity, or holds an ownership interest of 10 per cent or more in the entity (please include name and sufficient information that will allow proper identification of any named individual):

If more space is required please attach a second page. If the answer to any question is none, or not applicable, please write "None" or "Not Applicable" in the space reserved for that answer.

"I certify that the answers contained in this questionnaire are true and correct."

Individual: _____

Date: _____

Entity: _____

By: _____
Signature

Date: _____

Title: _____

Certified this _____ day of _____, 20____, by _____
Notary Public

Notary Seal

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PURCHASING DEPARTMENT

COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT

BID #: _____ TITLE: _____

If the Bidder shown below is awarded this contract by the DALLAS ISD Purchasing Department, bidder will be able to, within ten (10) days of notification of such award, furnish a valid insurance certificate to the DALLAS ISD Purchasing Department, meeting all of the insurance requirements in this bid.

Insurance Coverage's Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: (____) _____ Fax No: (____) _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

Insurance Agent/Broker Signature: _____ Date: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, the DALLAS ISD Purchasing Department has the right to reject this bid and award the contract to the next lowest bidder meeting specifications. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Purchasing Department at (972) 925-4100.

Bidder's Signature: _____ Date: _____

THIS PAGE MUST BE RETURNED WITH THE RFP

INTERLOCAL AGREEMENT CONSENT FORM
RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

1.0 INTERLOCAL AGREEMENT CLAUSE: With a vision of cooperating together to improve their procurement power on like products and services, the **Educational Purchasing Cooperative of North Texas (EPCNT)** became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.

2.0 AUTHORITY: EPCNT is based on the authority contained in the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.

3.0 DUTIES OF THE MEMBERS: The members agree to undertake the following, from time to time, as may be appropriate:

- 3.1 Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
- 3.2 Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.
- 3.3 Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
- 3.4 Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.

4.0 PURCHASING AUTHORITY:

- 4.1 All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
- 4.2 The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or contractually binds its Members or Participants to any third party agreements (except for the Interlocal Participation Agreement described in paragraph 3.2) for the purchase of products and services GOVERNING LAW.
- 4.3 The Master Agreement and all actions taken pursuant to this Master Agreement shall be governed by the laws of the State of Texas respecting independent school districts. Members specifically elect to be governed by the laws regarding purchasing found in Chapter 44 of the Texas Education Code. All action of this alliance shall be governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the Parties hereto shall be in Denton County, Texas.

5.0 AGREEMENT CONSENT ACKNOWLEDGEMENT: Several governmental entities around the Dallas Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

☐ Yes ☐ No

If you (the Vendor) checked yes, the following will apply: Governmental entities utilizing Internal Governmental contracts with the Dallas Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Dallas Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Dallas Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A listing of current member is available at <http://www.epcnt.com>.

Printed Name: _____

Signature _____

Date _____

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DEVIATION/COMPLIANCE FORM

RFP #TF-204054 - COMMUNICATIONS CONSULTANT FIRM

If the undersigned supplier intends to deviate from the General Conditions, Standard Terms and Conditions or Item Specifications listed in this document, all such deviations shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this document.

Please list deviations below (attach additional sheets, if needed):

[illegible]

By signing below, I certify that the proposal I am submitting ☐ does ☐ does not (check one box) deviate from the General Conditions, Standard Terms and Conditions or Item Specifications listed in this document. If deviating from the specification, all such deviations are listed on this page, with complete detailed conditions and information included or attached. Any attachments to this form are identified as continuation of the deviations to this RFP.

Printed Name:

Signature:

Date:

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VENDOR DEBARMENT FORM

NOTICE TO BIDDER: This document must be signed in order to be deemed eligible for award. Please submit this document with your bid submittal. Offeror's signature affirms compliance with the following:

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- (a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency, including the Universal Service Administration Company (USAC) for administration of the E-Rate Rules;
 - (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and
 - (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.
- (c) For any subcontract at any tier expected to equal or exceed \$25,000:
 - (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.
 - (3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

- (a) Offeror must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any Agreement or if the Owner determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation. :
- (b) Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Offeror certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Owner property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." Offeror's violation of this section shall constitute a substantial failure.
- (c) If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

Signature below acknowledges compliance with:

Section I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, and

Section II. FELONY CONVICTION NOTIFICATION.

SIGNATURE OF OFFEROR: _____ DATE: _____

PRINTED/TYPED NAME OF OFFEROR: _____

COMPANY NAME: _____ TEL#: _____

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Dallas Independent School District

M/WBE Compliance Guidelines and Forms

To be completed and signed by the Prime Vendor/Contractor

The undersigned agrees that he/she has read and understood the M/WBE Compliance Guidelines and Forms and that all information is correct to the best of his/her knowledge.

Bid RFP No: _____ Title: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone No: _____

Email Address: _____

Signature: _____ Date: _____

For additional information regarding this form contact:

M/WBE Department, 3700 Ross Avenue, Box 76, Dallas, TX 75204

Phone: (972) 925-4140, Fax: (972) 925-4141, Email: mwbe@dallasisd.org, Website: www.dallasisd.org

Please read carefully:

The M/WBE Program requirements are applicable to all bidders/proposers, including minority and women owned firms. All bidders/proposers are required to complete, sign, and attach these forms to any procurement document totaling \$25,000 or more (single transaction or fiscal year aggregate). If the completed and signed M/WBE Compliance Guidelines & Forms are not attached by the due date, responses to the procurement documents will be considered nonresponsive.



Dallas Independent School District

PLEASE READ BEFORE COMPLETING THE M/WBE COMPLIANCE GUIDELINES and FORMS.

Minority/Women Business Enterprise (M/WBE) Policy Endorsement

All district respondents are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with minority and women-owned companies. The completed and signed M/WBE Compliance Guidelines & Forms must be attached to all procurement responses totaling \$25,000 or more (single transaction or fiscal year aggregate). If the completed and signed M/WBE Compliance Guidelines and Forms are not attached by the due date, responses to the procurement documents will be considered nonresponsive.

Instructions for Completing the M/WBE Compliance Guidelines and Forms

At Bid/Proposal Time:

1. Include the M/WBE Compliance Guidelines and Forms and all M/WBE supporting documentation (M/WBE Certificates, Affirmative Action/Supplier Diversity Plan, Joint Venture Agreement, Mentor Protégé Agreement, etc.) within the M/WBE section. Evaluation will be based upon the documentation provided within the M/WBE section.
2. Submit the completed and signed M/WBE Compliance Guidelines & Forms by the due date.
3. Complete Section F for the subcontractors you plan to utilize. Attach a copy of the current M/WBE certificate or proof of M/WBE certification for each M/WBE subcontractor.
4. You are not required to submit Section J (Letter of Intent to Perform/Contract as a Subcontractor) at the time of bid opening; however, it must be submitted prior to entering into an executed agreement with the district.
5. The district's aspirational M/WBE goal is 30 percent for goods, services, and construction contracts. The aspirational M/WBE goal for bond funded professional service contracts is 35 percent. Please note, the district may assign a contract specific M/WBE goal. The M/WBE goal is applicable to any change orders, additional services, modifications or revisions to the original contract. Review your solicitation documents.
6. The district recognizes M/WBE certifications issued by the North Central Texas Regional Certification Agency (NCTRCA), State of Texas' Historically Underutilized Business (HUB), Department of Transportation (DOT), Small Business Administration (SBA) - 8A or certified SDB, South Central Texas Regional Certification (SCTRCA), D/FW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women's Business Council and City of Austin. Other certifications may be considered on an individual basis. Only certified minority and women-owned companies will be counted towards the prime's M/WBE subcontracting goals.
7. Vendors do not have to be certified as an M/WBE to participate in the district's contracting and purchasing activities.
8. All district bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with M/WBEs.
9. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its' M/WBE subcontracting goals.

It is a continuing goal of the district to involve minority and women-owned businesses (M/WBE) to the maximum extent possible in all facets of the district's contracting and purchasing activities.

10. For exceeding the district's aspirational M/WBE goals by an additional percentage, points will be awarded as follows:

Exceeding M/WBE Goal by an Additional	Cumulative Points
1% up to 5% utilization	.5
5.01% up to 10% utilization	1
10.01% up to 15% utilization	1.5
15.01% up to 20% utilization	2
20.01% up to 25% utilization	2.5
25.01% up to 30% utilization	3
30.01% up to 35% utilization	3.5
35.01% up to 40% utilization	4
40.01% up to 45% utilization	4.5
45.01% and greater utilization	5

At contract execution:

11. Respondents who will subcontract portions of the work will be required to submit a Letter of Intent to Perform/Contract as a Subcontractor (section J) for each proposed M/WBE subcontractor prior to an agreement being executed by the board or district, or committing the district to an expenditure of funds.
12. Contractor agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, termination of M/WBE Clause, Prompt Payment Clause, and Retainage Clause.

After contract execution:

13. Changes to the List of Subcontractors (section F) must be reviewed and approved by the M/WBE Department prior to any changes being made.
14. The contractor/proposer shall notify the M/WBE Department if the percentage of M/WBE participation declines or falls below the level of participation represented in the contract. The contractor shall promptly notify the M/WBE Department within 7 days and obtain a listing of other certified M/WBE vendors to meet the commitment amount.
15. Contractor will be required to submit a Pay Activity Report indicating the amounts paid to its subcontractors with each pay application submitted or as requested by the district.
16. The contractor will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to M/WBEs, and copies of executed contracts with M/WBEs. The contractor must provide access to books, records and accounts to authorized district, state and federal officials for the purpose of verifying M/WBE participation and good faith efforts. All district contracts are subject to an M/WBE audit.

Clarification for the Joint Venture and Mentor Protégé Criteria

1. A company that has currently established a Joint Venture Partnership with a certified M/WBE for this proposal may be awarded up to 5 points.
2. The Joint Venture Partnership is evaluated and awarded points as a prime vendor; therefore, the certified M/WBE partner will not be counted towards the M/WBE subcontractor goal.
3. The Joint Venture Partnership (as a whole) may submit an Affirmative Action/ Diversity Plan and/or Policy, 5 M/WBE References, and Mentor Protégé Program. In cases where the Joint Venture Partnership (as a whole)

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totalling \$25,000 or More (Single Transaction or Fiscal Year Aggregate)

doesn't have this information, you should submit this information for each individual joint venture partner. Each individual joint venture partner should submit its' own Work Force Composition.

4. A company that has a current Mentor Protégé Agreement with an M/WBE firm may be awarded up to 1 point. A certified M/WBE protégé may be counted towards the M/WBE subcontractor goal, if performing as a subcontractor.

Bid/RFP No.	
Title:	
Prime Vendor / Contractor:	

Section A Is your company "CERTIFIED" as a Minority or Woman-Owned Business (M/WBE)?
Dallas ISD Recognized M/WBE Certification Agencies: North Central Texas Regional Certification Agency (NCTRCA), State of Texas' Historically Underutilized Business (HUB), Department of Transportation, Small Business Administration (SBA) – 8A or certified SDB, South Central Texas Regional Certification Agency (SCTRCA), D/FW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women's Business Council, City of Austin

- ☐ Yes If you answered "Yes," complete the current certification information in the boxes below.
- ☐ No If you answered "No," but your company is minority or woman-owned, indicate non-certified in the M/WBE Certification Agency section below, indicate N/A for the certification number, indicate your ethnicity and gender.
- ☐ No If you answered "No," that your company is not minority or woman-owned, leave this section blank.

M/WBE Certification Agency	M/WBE Certification Number	Ethnicity	Gender

Section B Did your company attach an Affirmative Action or Diversity Plan with this bid/proposal?

- ☐ Yes My company attached an Affirmative Action or Diversity Plan on page _____.
- ☐ No My company did not attach an Affirmative Action or Diversity Plan.

Section C Workforce Composition

EMPLOYEE CATEGORY	TOTAL EMPLOYEES		NON MINORITY		AFRICAN AMERICAN		HISPANIC		NATIVE AMERICAN		ASIAN	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Executive & Managerial												

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling \$25,000 or More (Single Transaction or Fiscal Year Aggregate)

Technical & Skilled												
Office & Clerical												
TOTAL												

Section D. Historical M/WBE Utilization
List 5 different M/WBE subcontractors/sub consultants/joint venture partners that performed work for your company. Specify the names of the actual M/WBE subcontractors/sub consultants/joint venture partners that have knowledge regarding the contract. Note: List only 5 different companies.

	Owner / Name of Project	M/WBE Subcontractor/Sub consultant or Joint Venture Partner Company Name	M/WBE Subcontractor/Sub consultant or Joint Venture Partner Contact Person & Phone Number	Contract Amount	% of Bid
1					
2					
3					
4					
5					

Regarding Dallas ISD specific experience, please check the appropriate box below.

☐ Yes Within the past 4 years, did your company utilize any M/WBE subcontractors/sub consultants/joint venture partners on any Dallas ISD projects? Specify the name of the contract or Bid/RFP No. _____

☐ No Within the past 4 years, my company didn't utilize any M/WBE subcontractors/sub consultants/joint venture partners on any Dallas ISD projects?

Section E. Will you use subcontractors as a part of this current bid/proposal?

☐ Yes If you answered, "Yes", complete Sections F and G. Note: Section J will be required at a later date.

☐ No If you answered "No", provide a written explanation indicating why subcontractors will not be utilized. Sections F, G, and J are not applicable.

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totalling \$25,000 or More (Single Transaction or Fiscal Year Aggregate)

Written Explanation:

Section F.

Subcontractor Utilization

List all subcontractors (minority and non-minority) that will be utilized in this bid/proposal. Non-certified firms will not be counted towards the prime's M/WBE subcontracting goals. Joint venture partners will not be counted towards the M/WBE subcontracting goals. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its M/WBE subcontracting goals. Use additional sheets if necessary.

	Subcontractor/ Supplier	Contact Person & Phone Number	M/WBE Certification Agency	M/WBE Certification #	Ethnicity/ Gender	Scope of Work	Amount	% of Total Bid
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling \$25,000 or More (Single Transaction or Fiscal Year Aggregate)

11								
12								
13								
14								
15								
Totals								

Special Note: Attach a copy of the current M/WBE certificate or proof of current M/WBE certification for each M/WBE subcontractor. Respondents who will subcontract portions of the work will be required to submit the Letter of Intent to Perform/Contract as a Subcontractor form (section J) for each proposed M/WBE subcontractor prior to an agreement being executed by the board or district, or committing the district to an expenditure of funds.

Section G Good Faith Efforts Documentation

Complete this section if subcontractors will be utilized; however, the subcontractors are not M/WBE

	Yes	No
1. Was contact made with M/WBEs by telephone or written correspondence at least one week before the bid was due to determine whether any M/WBEs were interested in subcontracting and/or joint ventures?	<input type="checkbox"/>	<input type="checkbox"/>
2. Were contracts broken down to provide opportunities for subcontracting?	<input type="checkbox"/>	<input type="checkbox"/>
3. Was your company represented at a pre-bid/proposal conference to discuss, among other matters, M/WBE participation opportunities and obtain a list (not more than two months old) of certified M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
4. Was information provided to M/WBEs concerning bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
5. Were subcontracting opportunities advertised in general circulation, trade associations, M/WBE focused media and/or minority chambers of commerce?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did you encourage non-certified M/WBEs to pursue certification status?	<input type="checkbox"/>	<input type="checkbox"/>
7. Were negotiations conducted in good faith with interested M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>

Special Note: The good faith efforts documentation is subject to an M/WBE audit. Upon request, you will be required to provide supporting documentation for the purpose of verifying your good faith efforts.

Section H. Did your company attach a notarized Joint Venture Agreement with a certified M/WBE with this bid/proposal?

- ☐ Yes My company attached a notarized Joint Venture Agreement on page _____.
- ☐ No My company did not attach a notarized Joint Venture Agreement.

For additional information, refer to pages 2 and 8 of this document and visit the following website:
<http://www.dallasisd.org/Page/1068>

Section I. Did your company attach a notarized Mentor Protégé Agreement with an M/WBE with this bid/proposal?

- ☐ Yes My company attached a notarized Mentor Protégé Agreement on page _____.
- ☐ No My company did not attach a notarized Mentor Protégé Agreement.

For additional information, refer to page 8 of this document and visit the following website:
<http://www.dallasisd.org/Page/1062>

Letter of Intent to Perform/Contract as a Subcontractor
Not required with bid/proposal. To be submitted prior to an agreement being executed.

Section J. Intent to Perform/Contract as a Subcontractor. Complete a form for each minority or woman-owned subcontractor, which will be utilized in this bid/proposal. If necessary, make copies.

Pursuant to district policy (CH Local), only "certified" M/WBEs may be counted towards meeting the district's M/WBE goal at the subcontracting level. Refer to page one (1), number six (6) for a listing of Dallas ISD-recognized certifications.

Bid/Proposal #: _____ Bid/Proposal Title: _____

1. Name of Offeror / Prime Contractor _____

Address, City, State & Zip _____

SUBCONTRACTOR INFORMATION:

2. The undersigned has been certified by a Dallas ISD recognized certification agency

Name of Agency: _____ Certification Number: _____ Ethnicity/Gender: _____

3. The undersigned is prepared to perform the following described work/service and/or supply the material listed in connection with the above project

_____ and at the following price \$ _____

By: _____
(Name of the M/WBE Firm) (Signature of Owner, President or Authorized Agent) (Date)

_____ (Phone) _____ (Print or Type – Name of Owner, President or Authorized Agent)

DECLARATION OF PRIME CONTRACTOR:

I _____ HEREBY DECLARE AND AFFIRM that I am the _____
(Name of Declarant) (Title of Declarant)

and a duly authorized representative of _____
(Name of Prime Contractor)

to make this declaration that I have personally reviewed the material and facts set forth in this Letter of Intent to Perform/Contract as a Subcontractor form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true. The owner, president or authorized agent of the M/WBE firm signed this form and no material facts have been omitted.

The prime contractor has designated the following person as their M/WBE Liaison Officer:

_____ (Name of M/WBE Liaison Officer) _____ (Phone)

Caution: Any false statements or misrepresentations regarding information submitted on this form may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling \$25,000 or More (Single Transaction or Fiscal Year Aggregate)

(Signature of Declarant)

(Phone)

(Date)

M/WBE Joint Venture Analysis

The Joint Venture Agreement will be evaluated based upon the below referenced criteria. One of the JV partners must be a certified M/WBE. There is a maximum of 5 numerical points available. Refer to page 2 for additional clarification. If applicable, specify the page number within your bid document that addresses each individual component.

	Available Points	Page Number
1 Has a meaningful Joint Venture been established?		
a Is the Joint Venture agreement signed by all partners, and is it notarized?	0.25	
b What is the MWBE partner(s) percentage participation? (.25 for 10% and greater, .5 for 20% and greater, .75 for 30% and greater, 1 for 40% and greater)	1.00	
c Does the MWBE partner provide bonding to match its JV share?	0.25	
d Is there a cash call provision in the agreement?	0.25	
e Does the project insurance recognize the MWBE partner?	0.25	
f Does it provide a provision obligating all parties of the JV to perform and complete performance despite withdrawal of any member for any reason?	0.25	
g Is there a history of the Joint Venture partners working together?	0.25	
h Does it require the approval of Dallas ISD before the JV partnership can be dissolved?	0.25	
i Is there a dispute resolution procedure?	0.25	
2 Is the MWBE partner involved in the operational management of the Joint Venture?		
a Does it designate the M/WBE as a managing partner and does the M/WBE partner provide senior management?	0.25	
b Does it identify the respective roles and responsibilities of all parties?	0.25	
c Will the MWBE partner be involved in scheduling, progress reviews, subcontractor disputes, and management decisions?	0.25	
d Will the MWBE partner provide equipment, facilities or other resources?	0.25	
3 Is the MWBE partner involved in the financial management of the Joint Venture?		
a Will the Joint Venture establish a JV bank account?	0.25	
b Will the Joint Venture maintain JV project accounts?	0.25	
c Will the MWBE partner participate in the production and review of financial reports and financial forecasting?	0.25	
d Will the MWBE partner be involved in contract negotiations with Dallas ISD and subcontractors?	0.25	
Total Available Points	5.00	

Mentor Protégé Analysis

The Mentor Protégé Agreement will be evaluated based upon the below referenced criteria. There is a maximum of 1 point available in this category. The protégé must be an M/WBE.

1 Does the firm currently participate in a Mentor-Protégé Program as mentor, with M.WBE?

- | | |
|--|------|
| a Is the Mentor Protégé agreement signed by all parties, and is it current, active, and notarized? | 0.50 |
| b Did the firm provide current and notarized progress reports/deliverables/meeting minutes? | 0.50 |

Total Available Points**1.00**

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling \$25,000 or More (Single Transaction or Fiscal Year Aggregate)



DALLAS INDEPENDENT SCHOOL DISTRICT

THE AGREEMENT

FOR

[General Description of Work and Site Locations]

WITH

[Legal Name of Vendor or Professional Service Provider]

AWARDED BY BOARD DOCUMENT NO. **[Include From Awarding Document To Vendor, Approved under RFP/RFB No. XX-XXXXXX at Month, Date, Year Board Meeting – Agenda Item No. X]**

The Agreement Follows:

NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE THEREOF, IS SUBJECT TO ARBITRATION.

Table of Contents

Section	Page No.
1. Scope of Work	3
2. Time	3-4
3. Vendor's Duties and Representations	4
4. The Contract Sum	5
5. Payment Terms	5-6
6. Ownership and Use of Documents	6
7. Default and Termination	6-7
8. INDEMNIFICATION	7-8
9. Independent Vendor	8
10. Insurance	8-9
11. Miscellaneous	9
a. Assignment	9
b. Compliance with Applicable Laws and District Policies	9
c. TPIA	9
d. Student Confidentiality	9-10
e. Suspension of the Work for the Convenience of the District	10
f. Family Code Child Support Certification	10
g. Certain Bids and Contracts Prohibited	10
h. Loss of Funding and Commitment of Current Revenue	10
i. Entire Agreement; Modifications	10
j. Captions	10
k. Governing Law and Venue	10
l. Waivers	10
m. Proprietary Interests	11
n. Binding Effect	11
o. Appointment	11
p. Records	11
q. Notices	11-12
r. Severability	12
s. Enforcement	12
t. Nondiscriminatory Employment	12
u. District Representative	12
v. Conflict of Interest	13
w. Business Ethics	13
12. Amendments	13-14
13. Sales Tax Exemption	14
14. Felony Conviction Notice, Criminal Background Check, and Identification Badge	14-15
15. M/WBE Plan	15
16. Agreement	15-16
17. Claims and Disputes	16
18. Vendor Conduct	16-17
19. Communication With The District	17-18
Exhibit A Services and Personnel to be Provided By Vendor	20
Exhibit B Schedule	21

Exhibit C	Payment for Services	22
Exhibit D	Insurance for Contracts	23-24
	Required Risk Management Review Document	25
Exhibit E	M/WBE Plan	26
Exhibit F	Form of Monthly Certification	27
Exhibit G	Additional Services Proposal Form	28-29



DALLAS INDEPENDENT SCHOOL DISTRICT

[Insert type of Service] SERVICES CONTRACT

This Agreement between Dallas Independent School District ("Owner" or "District"), a local political subdivision of the state of Texas and **[insert legal name of Vendor]** is made and entered into as of **[insert date]**.

RECITALS:

Whereas, District desires to retain a person or firm to provide the following services:

[Insert description of what is needed and what is to be done, in general terms. Include Vendor's procurement RFQ or RFP and board approval number; also include locations, if site specific]; and

Whereas, Vendor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by the District, the parties agree to the following:

1. Scope of Work and Time for Performance.

- a. The scope of the work ("Work"), is set forth in Exhibit A and the time for performance is set forth in Exhibit B attached hereto. Exhibit A and Exhibit B are incorporated in this Agreement and made a part hereof for all purposes.
- b. Upon execution of this Agreement, all services previously performed by Vendor on behalf of District and included in the description of the Work, shall become a part of the Work and shall be subject to the terms and conditions hereof.
- c. Vendor shall obtain all approvals and make payment for any and all permits that are necessary for the performance of the Work.
- d. District shall provide Vendor with a program of its requirements for the Work or for work by others which utilize Vendor's Work Product ("Program"). The Program may be a series of documents or other communications. Vendor shall, at all times, conform its Work to the requirements of the Program and to the requirements of District.

2. Time.

- a. **Term of Agreement:** The Agreement is effective on **[date]** [and terminates on **[date]** [and shall continue for **[written number followed by (x)]** years]. All the work required by this contract shall be completed and ready for acceptance by the District no later than **[date]**. At the option of the District the Agreement may be renewed for additional XX year terms, provided that the District has given Vendor written notice of the District's intention to renew not later than thirty (30) days prior to the expiration of the then current term and provided further that at the time that the District gives its written notice of the Vendor is not in default and the contract has not been terminated.

3. **Vendor's Duties and Representations.**

- a. Notwithstanding anything to the contrary contained in this Agreement, District and Vendor agree and acknowledge that District is entering into this Agreement in reliance on Vendor's special and unique abilities with respect to performing the Work, and Vendor's special and unique abilities with respect to **[insert type of services provided]**. The Vendor accepts the relationship of trust and confidence established between it and the District by this Agreement. Vendor covenants with District to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of District in accordance with District's requirements and procedures, in accordance with the highest standards of Vendor's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Vendor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Work.
- b. Vendor warrants, and agrees that the Work will be accurate and free from any material errors. The Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval of the Work by the District nor shall the Vendor be released from any liability by reason of such approval by the District, it being understood that the District at all times is ultimately relying upon the Vendor's skill and knowledge in performing the Work.
- c. The Vendor represents, and agrees that all persons connected with the Vendor directly in charge of the Work are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- d. The Vendor agrees to furnish efficient business administration and perform the Work in the most expeditious and economical manner consistent with the interests of District.
- e. Vendor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Vendor has been duly authorized to act for and bind Vendor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Vendor has been duly authorized to act for and bind Vendor.

- f. Neither the execution and delivery of this Agreement by Vendor nor the performance of its obligation hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Vendor is bound, or any agreement by which Vendor is bound or to the best of the Vendor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Vendor.
- g. Except for the obligation of District to pay Vendor certain fees and expenses pursuant to the terms of this Agreement, District shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of District to Vendor for payment pursuant to this agreement, no present or future partner or affiliate of District or any agent, officer, director, employee, or trustee of the District, or anyone claiming under District has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Agreement.

4. **The Contract Sum.**

- a. The District shall pay Vendor in current funds for the performance of the Work as set forth in Exhibit C.
- b. The Contract Sum includes any applicable Federal, State or Local Sales or use tax payable on this transaction.

5. **Payment Terms.**

- a. Absent any provision to the contrary, District shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Vendor hereunder if any one or more of the following conditions precedent exist:
 - (1) Vendor is in breach or default under this Agreement;
 - (2) Any part of such payment is attributable to Work which is not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with this Agreement;
 - (3) Vendor has failed to make payments promptly to its sub-Vendors or subcontractors or other third parties used in connection with the Work for which District has made payment to Vendor; or

- (4) If District, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Work in accordance with this Agreement, no additional payments will be due Vendor hereunder unless and until Vendor, at its sole cost, performs a sufficient portion of the Work so that such portion of the compensation then remaining unpaid is determined by District to be sufficient to so complete the Work.
- b. No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the Work to which such partial payment relates nor shall it relieve Vendor of any of its obligations hereunder with respect thereto.
- c. Vendor shall promptly pay all bills for labor and/or material performed and furnished by others in connection with the performance of the Work.
- d. Vendor shall maintain on a current basis complete books and records relating to this agreement. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Vendor shall maintain detailed payroll record including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least four years from the completion of this contract. Vendor will permit District to audit all books, accounts or record relating to this contract or all books, accounts or record of any business entities controlled by Vendor that participated in this contract in any way. Any audit may be conducted on Vendor's premises or, at District's option; another location. Vendor shall provide all books and records within fifteen (15) days upon receipt of written notice from District. Vendor shall refund any monies erroneously paid to the Vendor or charged to the District. If District ascertains that it has been billed erroneously by Vendor for an amount equaling 5% or more of the contract amount, Vendor shall be liable for the costs of the audit in addition to any other penalty to be imposed.
- e. The acceptance of Final Payment shall constitute a waiver of all claims by the Vendor except those previously made in writing and identified by the Vendor as unsettled at the time of the Final Request for payment.
- f. District shall have the right to verify the details set forth in Vendor's billings, certificates, and statements, either before or after payment therefor, by (1) inspecting the books and records of Vendor at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Vendor's business employees; (4) visiting any place where performance of all or a portion of the Project occurs; and (5) other reasonable action.
- g. In the event a federal grant or other federal financing participates in the funding of this Project, the Vendor shall permit access to and grant any federal representatives the right to examine his books covering his work under this Agreement. The Vendor shall comply with federal requirements as they relate to this Project.

- h. For purposes of Texas Government Code §§ 2251.021(a)(1) and 2251.021(a)(2), the date the performance of service is completed, and the date goods are received, is the date when the District's representative approves the invoice.

6. **Ownership and Use of Documents.**

- a. All documents and materials particular to the Work prepared by Vendor or Vendor's subcontractors and subcontractors ("Work Material"), are the property of the District and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- b. Except for such Work Material which is intended to be made public as part of the Project, Vendor shall treat all such Work Material as confidential, and Vendor shall neither use any such Work Material or copies thereof on other work nor disclose such material or information to any other party without District's prior written approval.

7. **Default and Termination.**

- a. In the event of substantial failure by a party hereunder to perform in accordance with the terms herein, the other party may terminate this Agreement upon fifteen (15) days' written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of the terminating party. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen day period.
- b. District may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to the Vendor. Upon termination pursuant to this paragraph, the Vendor shall be entitled to payment of such amount as shall compensate Vendor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Vendor shall have delivered to District such statements, accounts, reports and other materials as required by clause (d) below, and provided that Vendor shall have delivered to District all reports, documents and other materials prepared by Vendor prior to termination. District shall not be required to reimburse Vendor for any services performed or expenses incurred after the date of the termination notice.
- c. As of the date of termination of this Agreement, Vendor shall furnish to District all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Vendor in connection with its responsibilities hereunder. District shall have the right to use the ideas and designs therein contained for the completion of the work hereunder or otherwise. In the event of termination of this Agreement or upon completion of the work hereunder, the District may, at all times, retain the originals of all such materials. All such materials are the property of the District. They are not to be used by any person other than the District on other projects unless expressly authorized by the District.
- d. If Vendor fails to cure any default hereunder within fifteen (15) days after receiving written notice of such default, District shall be entitled, but shall not be obligated, to cure any such default and shall have the right to offset against all amounts due to Vendor hereunder, any and all reasonable expenses incurred in connection with such curative actions.

8. Indemnification.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE VENDOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, VENDORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, THE ARCHITECTS, ENGINEERS, AND THE PROGRAM MANAGERS (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE VENDOR, ANY SUBCONTRACTOR, SUB-VENDOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES"). IN THE EVENT OF FAILURE BY THE VENDOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING VENDOR OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY VENDOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY VENDOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

VENDOR SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY VENDOR, OR BY DISTRICT AT THE DIRECTION OF VENDOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY VENDOR AND VENDOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. VENDOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S OR ARCHITECT'S OR ENGINEER'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH VENDOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of these indemnification obligations, such legal limitations are made part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and so modified, the indemnification obligations shall continue in full force and effect.

It is understood and agreed that this Article is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. Sec 130.001 to 130.005, as amended.

The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

9. Independent Vendor.

Vendor recognizes that it is engaged as an independent vendor and acknowledges that District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Vendor, in accordance with its status as an independent vendor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of District, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Vendor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

10. Insurance.

- a. Vendor, consistent with its status as an independent vendor, shall carry at least the following insurance in such form, in such companies and in such amounts, unless otherwise specified, as District may require. Such insurance is listed in Exhibit D. All insurance must carry a waiver of subrogation and other requirements as listed in Exhibit D.
- b. The Vendor shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Vendor.
- c. Vendor shall deliver to District:
 - (1) Certificates evidencing the existence of all such insurance within ten calendar days after the execution of the agreement and prior to the performance or additional performance of any services to be performed by Vendor hereunder from or after the date of this Agreement. Should the Vendor fail to deliver to the District these certificates in the form and in the manner specified within the required ten calendar days or as may be extended in writing by the District at its sole discretion; it is agreed that the agreement is void and of no effect.
 - (2) Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Vendor fails to pay any of the renewal premiums for the expiring policies, District shall have the right to make such payments and set-off the amount thereof against the next payment coming due to Vendor under this Agreement; and
 - (3) Such Certificates shall name District as an Additional Insured, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to District, giving the District the right to pay the Premium to maintain coverage, in which event Paragraph 11.d. (2) shall apply.

- d. The insurance policies required in this Agreement shall be kept in force for the periods specified below:
 - (1) Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Vendor;
 - (2) Workers' Compensation Insurance shall be kept in force until the Vendor's Services have been fully performed and accepted by District in writing.
- e. Contracts below \$25,000 have no specific insurance requirements unless otherwise required by Risk Management with the exception of a vendor providing some type of medical service.

11. **Miscellaneous.**

- a. Assignment. This Agreement is a personal service contract for the services of Vendor, and Vendor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by District. The Vendor shall not subcontract any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein.
- b. Compliance with Applicable Laws and District Policies. The vendor shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this contract. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA). District policies may be obtained at www.dallasisd.org under Board of Trustees/District Policies.
- c. Texas Public Information Act (TPIA). Vendor acknowledges that District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, District is required to comply with the requirements of the TPIA. In the event that the request involves documentation that Vendor has clearly marked as confidential and/or proprietary, District will provide Vendor with the required notices under the TPIA. Vendor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.
- d. STUDENT CONFIDENTIALITY. Vendor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family educational Rights and Privacy Act (FERPA). Vendor is receiving student information in compliance with the requirements and exceptions outlined in FERPA. Vendor acknowledges that it must comply with said law and regulations and safeguard student information. Vendor may not re-disclose the information to a third party without prior written consent from the parent or eligible student. Vendor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.
 - i. Vendor will be provided with the following information:

ii. [Fill in the blanks]

iii. When the information is actually given to the vendor, the following statement should be included on the cover page:

iv. This document contains personal information from a student's education records. It is protected by the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g) and may not be re-released without prior written consent of the parent or eligible student.

e. Suspension of the Work for the Convenience of the District.

District may, without cause, order the Vendor in writing to suspend, delay or interrupt the Work in whole or in part for such time period as District may determine. Vendor shall be compensated for all services actually performed prior to receipt of written notice from District of such suspension, delay or interruption, together with any reimbursable expenses then due. If the Work is resumed after being suspended, delayed or interrupted for more than three months, the Vendor's compensation may be equitably adjusted if, in the District's reasonable opinion, such adjustment is warranted. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Vendor is responsible.

f. Family Code Child Support Certification. By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

g. Certain Bids and Contracts Prohibited. By signing this Agreement, the undersigned certifies as follows: "Under Section 2155.004, *Texas Government Code*, the Vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

h. Loss of Funding and Commitment of Current Revenue. Termination of the Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Vendor as result of such termination, including early termination charges. If District terminates this Contract pursuant to this paragraph, Vendor will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.

i. Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Vendor and District and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified,

amended or altered except by a written amendment signed by District and Vendor.

- j. Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- k. Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.
- l. Waivers. No delay or omission by either of the parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.
- m. Proprietary Interests. With the exception of prior copyrighted or trademarked materials of the Vendor, Vendor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, whether or not any of the same is accepted or rejected by District, shall remain the property of District and shall not be used or published by Vendor or any other party without the express prior consent of District. In implementation of the foregoing, Vendor hereby grants and assigns to District all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with District in any steps District may take to obtain copyrights, trademark or like protections with respect thereto. All information owned, possessed or used by District which is communicated to, learned, developed or otherwise acquired by Vendor in the performance of consulting services for District, which is not generally known to the public, shall be confidential and Vendor shall not, beginning on the date of first association or communication between District and Vendor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Vendor's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Vendor shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Vendor as an independent vendor of District in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of District. Vendor shall obtain assurances similar to those contained in this Subparagraph from persons, vendors, and subcontractors retained by Vendor. Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause District irreparable injury and damage. Vendor, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.
- n. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

- o. Appointment. District hereby expressly reserves the right from time to time to designate by notice to Vendor a representative to act partially or wholly for District in connection with the performance of District's obligations hereunder. Vendor shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.
- p. Records. Records of Vendor's costs, reimbursable expenses pertaining to the Project and payments shall be made available to District or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless District otherwise instructs Vendor in writing.
- q. Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(1) If to District: **[Name of District Officer]**
Dallas Independent School District
[Street Address] Box [#]
[City, State Zip]

With Copies to: **[Name of District Officer]**
Dallas Independent School District
[Street Address] Box [#]
[City, State Zip]

(2) If to Vendor: **[Name of Vendor]**
[Vendor Company Name]
[Street Address]
[City, State Zip]

(3) or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

- r. Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- s. Enforcement. It is acknowledged and agreed that Vendor's services to District are unique, which gives Vendor a peculiar value to District and for the loss of which District cannot be reasonably or adequately compensated in damages; accordingly, Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause District irreparable injury and damage. Vendor, therefore, expressly agrees that District shall be entitled to injunctive

and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if District is not in breach of this Agreement.

- t. Nondiscriminatory Employment. In connection with the execution of this Contract, the Vendor shall fully comply with the District's non-discrimination requirement cited below.

“The Dallas Independent School District (District), as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation and/or age in educational programs or activities that it operates or in employment decisions. The District is required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended, as well as Board policy not to discriminate in such a manner. (Not all prohibited bases apply to all programs.)”

Submittal to District of reasonable evidence of discrimination will be grounds for Termination of the Agreement. This policy does not require the employment of unqualified persons.

Sexual harassment of employees or students of the District by Vendor's employees or agents is strictly forbidden. Any employee or agent of the Vendor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Vendor, including dismissal.

- u. District Representative. The District may designate a District Representative for this Project who shall assume certain activities and responsibilities attributed to the District in this Agreement. The Vendor agrees to cooperate and provide services in conjunction with the District Representative, as directed by the District.
- v. Conflict of Interest. No employee of District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- w. Business Ethics:
 - (1) During the course of pursuing contracts, and the course of Contract performance, Vendor and its subcontractors and vendors will maintain business ethics standard aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, agents, or Vendors of the District, or to any of their family members. At any time Vendor believes there may have been a violation of this obligation, Vendor shall notify the District of the possible violation. The District is entitled to request a representation letter from Vendor, its subcontractors or vendors at any time to disclose all things of value passing from Vendor, its subcontractors or vendors to District's personnel, its trustees, officers, agents, or Vendors.

- (2) The District may, by written notice to the Vendor, cancel the Agreement without liability to the Vendor if it is deemed by the District that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Vendor, or any agent, or representative of the Vendor, to any officer or employee or agent of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Agreement is cancelled by the District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.

- x. Subcontractor Contracts. The Vendor shall contract with each of its subcontractors, at a minimum, with the same contractual provisions and responsibilities as indicated in this Agreement.

12. Amendments.

- a. Amendments: A form of amendment to the Agreement is attached. The description of Work to be performed, Budget (if applicable), Schedule, Contract Sum, and other details shall be provided in a completed Amendment, which on execution by the Vendor shall modify the Agreement.

13. Sales Tax Exemption.

- a. The Vendor shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas, and the City of Dallas or other municipality having jurisdiction, and shall pay all taxes for which the Vendor may be held liable as a consumer or user of goods, or otherwise without addition to the contract price. The Vendor shall pay all sales, consumer, use and other similar taxes required by law.
- b. The Dallas Independent School District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Vendor may provide an exemption certificate in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment used or consumed and other tangible personal property incorporated into the property being improved by virtue of this Agreement, as well as all materials, supplies, equipment, another tangible personal property used or consumed by the Vendor in performing this Agreement with the Dallas Independent School District. The Vendor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.
- c. Title to all items purchased under a resale certificate shall vest in the Dallas Independent School District at the time of initial possession by the Vendor and shall only be used in performance of this Agreement. Vendor shall cause such items to promptly be marked, labeled, or otherwise physically labeled as District's property. Vendor shall cause items purchased under a resale certificate to send the receiving ticket to the District to be added to inventory before use by the Vendor. Any tangible personal property purchased under a resale

certificate as described above and not fully used up in the performance of the Agreement shall remain with the District.

14. **Felony Conviction Notice, Criminal Background Check and Identification Badge.**

- a. **Felony Conviction Notice:** Vendor shall certify compliance with Texas Education Code 22.0834 and Education Commissioner's rules regarding criminal history record review for all employees, applicants for employment, agents or subcontractors of the Vendor. Additionally, Vendor must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate this Agreement pursuant to Article 8 Termination if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.
- b. **Criminal Background Check and Identification Badge:** Vendor will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Vendor if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Vendor shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Vendor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." The Vendor's employees, agents, and subcontractors subject to Article 15 shall be identified by a photographic identification badge, issued by a District approved third party company at the Vendor's expense. The third party company shall verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Vendor's violation of this section shall constitute a substantial failure under Article 8 Termination.
- c. If the Vendor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

15. **M/WBE Plan.**

- a. Vendor, if subcontracting portions of the work, **agrees** to allocate work to subcontractors or subcontractors which are historically underutilized businesses in accordance with the Minority and Women Owned Business Enterprise (M/WBE) forms and guidelines ("M/WBE Plan") attached hereto as Exhibit E. No changes to the M/WBE Plan may be made unless approved in writing by the District. The Vendor, prior to the execution of this contract, shall report their M/WBE participation goal as a percent of the Contract Sum. During the

performance of all Work under this Agreement, the Vendor and its agents shall comply with all M/WBE policies of the District. The information shall be identified per firm, discipline and participation. While this Agreement is in effect and until the expiration of one year after final completion, the District may require information from the Vendor, and may conduct audits, to assure that the Plan is being, and was, followed. With each Vendor's application for payment, the Vendor shall report their updated M/WBE Plan and actual M/WBE participation information.

- b. Should Vendor propose the deletion of an M/WBE classified/certified subcontractor from its employ, the Vendor shall substitute a subcontractor of like classification/certification, and if Vendor is unable to substitute a subcontractor of like classification, Vendor shall provide District with documentation of its best efforts to acquire the services of an M/WBE replacement firm.

16. **Agreement.**

- a. The Agreement between the Parties consists of this Agreement, Exhibit A Services And Personnel To Be Provided By Vendor, Exhibit B Schedule, Exhibit C Payment For Services, Exhibit D Insurance For Contracts, Exhibit E MWBE Plan, the Authorized Transaction documentation, the Purchase Order (including the reverse side), and if utilized in obtaining the services herein described, procurement documents; all attached hereto and incorporated here by reference.
- b. This Agreement supersedes all prior agreements, written or oral, between Vendor and District and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by District and Vendor.
- c. In the event of conflict, the following order of precedence shall be followed.

Approved Modifications to the Agreement, i.e. written Amendments
Agreement and Exhibits
Procurement Documents
Authorized Transaction documentation
Purchase order

17. **Claims And Disputes.**

- a. Pre-Litigation Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the Owner and Vendor. Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this agreement without first submitting the Claim to Mediation.
- b. Claims for Consequential Damages. The Vendor and Owner waive Claims against each other for Consequential damages arising out of or relating to this Contract. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8. Nothing contained in this Subparagraph 18 shall be deemed to

preclude an assessment of liquidated damages, in accordance with the requirements of the Contract Documents.

- c. Texas Tort Claims Act. Owner does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute and nothing contained in the Contract Documents or any action required of the Owner by the Contract Documents shall be interpreted to be such a waiver.

**NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER,
IS SUBJECT TO ARBITRATION.**

18. Vendor Conduct

- a. Sexual harassment of employees of the Vendor or employees or students of Owner by employees of the Vendor is strictly forbidden. Any employee of the Vendor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Vendor, including dismissal.
- b. The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its Subcontractors. It is understood and agreed that the relationship of Vendor to Owner shall be that of an independent vendor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Vendor the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between Owner and Vendor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Project shall relate to the results the Owner desires to obtain from the Project, and shall in no way affect Vendor's independent vendor status described herein.
- c. Vendor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Vendor's employees, subcontractors, and all other persons carrying out the Agreement. Vendor shall require all construction workers, whether Vendor's own forces or the forces of Vendor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and teachers, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of campus, other than the defined construction area, shall be off limits to Vendor's forces, unless their work assignment specifies otherwise. Vendor shall also require adequate and appropriate dress and identification of Vendor's employees, subcontractors, and all other persons carrying out the Work. The Vendor shall further ensure that no on-site fraternization shall occur between personnel under the Vendor's and subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of Owner' property and immediate removal from the site. Repeated termination of Vendor's or Vendor's subcontractor's forces, or one serious infraction, can result in the immediate termination of this Agreement by Owner.

19. Communications With The District:

19.1 VENDOR CONTACT WITH DALLAS ISD BOARD MEMBERS:

Dallas ISD Board Policies CHE (LOCAL) and CAA (REGULATION) forbid vendors from contacting Board members individually at any time during the procurement process or during the performance of any contract. Below are excerpts of Board Policy CHE (LOCAL), for General Procurement process and CAA (REGULATION) for Technology Purchases eligible for E-Rate funding, which detail this restriction:

CAA (REGULATION):

"Contracts with vendors participating in the District's E-Rate Program will include the following provisions:"

"The vendor will refrain from contacting individual members of the Board regarding any aspect of the vendor's E-Rate business, whether current or anticipated. Communications with the Board, if required, will be in writing addressed to all members of the Board."

"The vendor will comply with all state and local laws and District policies regarding conflicts of interest and gifts of things of value, including the FCC's rules and requirements regarding "fair and open competition." The vendor will complete all affidavits and questionnaires required by the District relating to conflicts of interest and gifts in a complete and truthful manner. 4. A vendor that violates any of these provisions may have a pending bid or proposal rejected, be excluded or barred from receiving future contracts and/or have an existing contract canceled. CAA (REGULATION) – Page 4 of 16

Dallas ISD Board Policy CAA (REGULATION) may be viewed in its entirety from the following website:

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CAA\(REGULATION\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CAA(REGULATION).pdf)

CHE (LOCAL):

"Persons conducting commercial business with the District shall refrain from contacting individual members of the Board regarding any aspect of the business. Communications with the Board regarding any aspect of the business shall be in writing and addressed to all Board members." CHE (LOCAL) – Page 1 of 4

"Any person or entity in violation of this policy may have a pending bid or proposal rejected, be barred from receiving future contracts, and/or have an existing contract canceled." – CHE (LOCAL) – Page 2 of 4

"Conducting business" shall include participation in a pending procurement, the negotiation of any contract, the performance of any contract, the selling of any product, and the performance of any services." CHE (LOCAL) - Page 2 of 4

Dallas ISD Board Policy CHE (LOCAL) may be viewed in its entirety from the following website:

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE(LOCAL).pdf)

19.2 VENDOR PROHIBITION FROM USE OF FORMER DALLAS ISD EMPLOYEES:

Dallas ISD Board Policies CHE (LOCAL) and DBD (LOCAL) prohibits vendors from using of former Dallas ISD employees to work on, or have any involvement, in District-related business performed or provided by that vendor for a period of two years, for the Superintendent of Schools, Chiefs, Executive Directors, and Directors or equivalents, and 18 months for all other former employees. Below are excerpts from Board Policies CHE (LOCAL) and DBD (LOCAL), which detail these restrictions:

CHE (LOCAL):

"The District vendors, Vendors, and vendors shall not employ any employee or former employee for 18 months after the termination of such employee's employment relationship with the District unless the former employee will not provide services to the District, or work on, or have any involvement, in District-related business of the vendor." – CHE (LOCAL) – Page 4 of 4

Dallas ISD Board Policy CHE (LCOAL) may be viewed in its entirety from the following website:

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE(LOCAL).pdf)

DBD (LOCAL):

"Former employees, including the Superintendent of Schools, Chiefs, Executive Directors, and Directors or equivalents thereto shall not make any communication to or appearance before a current committee, Superintendent, principal, or employee of the District before the two-year anniversary of the date the former employee ceased to be the Superintendent of Schools, a Chief, an Executive Director or a Director if the communication is made:

19.2.1 With the intent to influence; or

19.2.2 On behalf of any person in connection with any matter on which the former Superintendent of Schools, Chiefs, Executive Directors and/or Directors, seeks action by the District. [See CHE(LOCAL) and CH(LOCAL)]

A person who has been employed as a full-time employee of the District may not perform services for the District for compensation as a vendor or Vendor or on behalf of a vendor or Vendor for 18 months after the termination of the person's employment relationship with the District. This restriction does not apply to former employees who are hired as classroom teachers; campus based professional employees or campus principals." – DBD (LOCAL) – Page 3 of 4

Dallas ISD Board Policy DBD (LCOAL) may be viewed in its entirety from the following website:

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=DBD\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=DBD(LOCAL).pdf)

Neither the execution of this Contract by the District nor any other conduct of any representative of the District relating to the Contract shall be considered a waiver of governmental immunities available to the District.

IN WITNESS WHEREOF, the parties hereunto have executed the Contract on the date first written.

Vendor:

District:

Dallas Independent School District
3700 Ross Avenue
Dallas, Texas 75204

FOR THE VENDOR

FOR THE DISTRICT

By:

By:

(PRINT NAME OF PERSON SIGNING FOR VENDOR)

(PRINT NAME OF REPRESENTATIVE- SEE FOOTNOTE)

Signature:

Signature:

(VENDOR REPRESENTATIVE SIGNATURE)

(DISTRICT REPRESENTATIVE SIGNATURE)

Title:

Title:

(TITLE OF VENDOR'S REPRESENTATIVE)

(TITLE OF DISTRICT REPRESENTATIVE)

Notary Public:

Vendor's Attest:

Subscribed and sworn to before me this

_____ day of _____

By:

(SIGNATURE OF NOTARY PUBLIC)

(Notary Seal)

School Attorney:

Approved as to form.

By:

(SIGNATURE OF SCHOOL ATTORNEY)

¹ The District Representative per Signature Delegation Memo signs after School Attorney.

EXHIBIT A

**SERVICES AND PERSONNEL TO BE PROVIDED
BY VENDOR**

[Provide detailed explanations of all services and deliverables to be received.]

[Include applicable completed sections from procurement documents, if used.]

[Provide names of personnel and resumes .]

Provide proof of Criminal Background Checks for personnel providing services .]

[Include any other details relating to what is received or done or provided in this area]

[Or reference in Addendum assigning work]

EXHIBIT B

SCHEDULE

[specify specific time deadlines for each phase of the work, if appropriate, and for the work as a whole]

[Provide detailed milestones and schedules of when deliverables are to be submitted and reviewed.]

[Include applicable review and comment times.]

[Provide names of personnel and resumes.]

[Include any other details relating to when services are performed]

[Or reference in Addendum assigning work]

PAYMENT FOR SERVICES

EXHIBIT D

INSURANCE REQUIREMENTS

Class C - Normal limits – moderate construction or service contracts from \$25,000 to \$100,000

Contract and insurance requirement:

Hold Harmless Agreement

Contractual Coverage

Products and Completed Operations Coverage

Waiver of Subrogation

District named as additional insured on coverages, except as to professional liability and workers' compensation.

Workers' Compensation

Statutory Limits

Employer's Liability

\$500,000 per accident/\$500,000 per person

General Liability

Bodily Injury &

\$500,000 combined single limits/

Property Damage

\$1,000,000 aggregate

Automobile Liability

Bodily Injury &

\$250,000 per person/\$500,000 per accident

Property Damage

\$250,000

Professional Liability

\$1,000,000 per claim

Umbrella Policy \$1,000,000 per occurrence \$1,000,000 aggregate

All Builders Risk Not required by Vendor

Class D - High limits – large construction or service contracts above \$100,000

Contract and insurance requirement:

Hold Harmless Agreement

Contractual Coverage

Products and Completed Operations Coverage

Waiver of Subrogation

District named as additional insured on coverages, except as to professional liability and workers' compensation.

Workers' Compensation

Statutory Limits

Employer's Liability

\$500,000 per accident/\$500,000 per person

General Liability	
Bodily Injury & Property Damage	\$1,000,000 combined single limits/ \$2,000,000 aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$250,000 per person/\$500,000 per accident \$250,000
Professional Liability	\$1,000,000 per claim
Umbrella Policy	\$1,000,000 per occurrence/ \$1,000,000 aggregate
All Builders Risk	Not required by Vendor

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specification, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A minus.
- Liability policies other than professional liability and workers' compensation shall be endorsed to provide the following:
 1. Name as additional insured the District, its Officials, Agents, and Employees.
 2. That such insurance is primary to any other insurance available to the additional insured.
 3. All policies shall be endorsed to provide thirty (30) days prior written notice, voluntarily, or cancellation, non-renewal or reduction by endorsement.
 4. Should any of the required insurance be provided under a claims-made form, Vendor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of five years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

NOTE: Contracts below \$25,000 have no specific insurance requirements unless otherwise required by Risk Management with the exception of a vendor providing some type of medical service.

REQUIRED RISK MANAGEMENT REVIEW DOCUMENT

Review of Insurance Requirements for Contracts

Date: _____

Vendor: _____

Buyer: _____ Fax #: _____

Contract Amount: _____

Description of Service to be Provided: _____

General Liability Coverage - Approved ☐ Disapproved ☐

Automobile Coverage - Approved ☐ Disapproved ☐

Worker's Compensation - Approved ☐ Disapproved ☐

Professional Error's & Omissions - Approved ☐ Disapproved ☐

Umbrella Policy - Approved ☐ Disapproved ☐

Payment/Performance Bond- Approved ☐ Disapproved ☐

Reason(s) for disapproval: _____

Completed by: _____

RISK MANAGEMENT DEPARTMENT

Phone 972.925.4063 Fax 972.925.4011

LaTRobinson@dallasisd.org

(Include signed form in agreement w/ insurance certificate)

EXHIBIT E
M/WBE PLAN

[Attach final signed forms after the review page]

[Initial forms submitted with procurement may be utilized]

ATTACHMENT ONE

AMENDMENT TO VENDOR AGREEMENT FORM

1. This Agreement to amend the the Agreement between

[legal name w/ dba name of firm]

("Vendor") and the Dallas Independent School District ("District" or "Owner") is effective the

[Enter date the Amendment is to be effective]

2. The Vendor and the Owner agree to amend that certain professional service Contract dated

[Enter the date from the master Agreement]

("the Contract" or "Agreement") as follows:

3. The Project(s):

[Any suitable description, incorporating Exhibits A Personnel, B Schedule, C Payment may be substituted]

[School Name A; Road 1, Dallas, TX]

[School Name B; Road 2, Dallas, TX]

[School Name C; Road 3, Dallas, TX]

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[School Name D; Road 4, Dallas, TX]

Total Basic Services Fee for this amendment =

[fill in total cost \$ (spell out in words total dollars)]

4. All other provisions of the Contract shall remain in full force and effect. Terms as used herein are as defined in the Agreement. The attached Schedule for Performance of Services is agreed to be an essential part of this Amendment to the Agreement.

Neither the execution of this Contract by the District nor any other conduct of any representative of the District relating to the Contract shall be considered a waiver of governmental immunities available to the District.

FOR THE VENDOR

FOR THE DISTRICT

By:

By:

(VENDOR REPRESENTATIVE SIGNATURE)

AUTHORIZED REPRESENTATIVE

Dated: _____

Approved as to Form:

By:

(SCHOOL ATTORNEY)

END OF FORM OF AGREEMENT